

TERMS AND CONDITIONS HSCG38-17-Q-500010

Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) Clauses and Provisions

The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with (IAW) FAR 13.004 constitutes acceptance of all terms and conditions contained herein.

52.212-1 Instructions to Offerors - Commercial Items

Oct 2016

Evaluation Criteria

The provision at FAR 52.212-2 Evaluation of Commercial Items is not applicable to this solicitation. In lieu of this provision, quotes will be evaluated IAW FAR 13.106-2 based on the criteria listed below. Award will be made to the lowest priced, technically acceptable contractor representing the best value to the Government.

Technical Acceptability: Technical Acceptability will be evaluated to determine an overall rating of “acceptable” or “unacceptable”. Technical Acceptability will be evaluated on the ability of the contractor to provide new manufactured commercial item(s) from the Original Equipment Manufacturer (OEM) or an OEM approved source. The United States Coast Guard (USCG) requires the following item(s) on a brand name basis.

Item	Part Number	Nomenclature	Manufacturer
1	AMTC-R1027	Flotation Bladder	Aerial Machine & Tool Corporation dba Capewell Aerial Systems (Cage Code 70133)

Price: The contractor shall provide pricing as requested. Any quantity price discounts and discounts for prompt payment should be included in the quote. The contractor’s quotation will be evaluated using one or more of the techniques defined in FAR 13.106-3, in order to determine if it is fair and reasonable.

Evaluation Method: Only the lowest priced offer will be evaluated for Technical Acceptability. Should the lowest priced offer not receive an acceptable technical or responsibility determination, the process will continue in order of lowest priced offer until the lowest priced, technically acceptable offer is identified.

52.212-3 Offeror Representations and Certifications-Commercial Items **X Alternate I of 52.212-3**

Dec 2016
Oct 2014

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision. (End of Provision)

52.212-4 Contract Terms and Conditions Commercial Items

May 2015

Addendum

Quality Assurance:

This section is applicable to all orders for products that will ultimately touch USCG aircraft.

1. The Contractor shall, immediately upon discovery, notify and disclose conditions to the Contracting Officer of any event, supply change, material change, supply malfunction, counterfeit/suspect parts or materiel, defect or non-airworthy condition of any product or component (to include components used in repairs) found to potentially cause a non-conformity to the original specifications of this

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order. The Government reserves the right to inspect any non-conforming product or component. Therefore, the Contractor shall obtain approval from the Contracting Officer prior to the disposition of any non-conforming product or component.

2. The contractor's quality control manual shall address in detail the contractor's risk management, test, inspection, non-conforming product and counterfeit/suspect parts processes.
3. The Contractor shall immediately notify the Contracting Officer of any changes that potentially have an impact on the product. Changes may include but are not limited to products, processes, materiel, supplier sources, manufacturing facility location and personnel qualifications.
4. Upon notification of the change, the USCG will approve or deny the change. Facility location changes may require the Government to perform a facility inspection. The contractor shall allow the Government access to all applicable areas of the contractor's facilities to ensure compliance with contractual requirements. In the event that the change is not approved by the USCG, the contract, delivery order or task order may be cancelled or terminated in accordance with FAR.
5. The contractor shall retain all records in accordance with FAR 4.7 Contractor Records Retention. The contractor shall be required to permit Government access to applicable records retained at any level of the supply chain.
6. Unless otherwise specified, the Contractor shall flow down all requirements in this order to their supply chain, to include all subcontractors and suppliers.

Packaging Instructions:

1. The USCG Aviation Logistics Center (ALC) is a supply depot; therefore, material will be stored and transshipped to various users. The container shall be packed and labeled suitable for shipment via land, air, or sea. Packaging material shall NOT consist of the following: popcorn, shredded paper, Styrofoam of any type, or peanut packaging.
2. Each part shall be individually packed in a separate envelope, box, carton or crate. For bulk packages, packaging of material up to 100 each per package is acceptable. Each individual container shall be labeled on the inside with National Stock Number, Part Number, Serial Number, Quantity, Nomenclature, Purchase Order Number, and Purchase Order Line Item Number. Packing List and Certification/Documentation shall be placed on the outside of individual containers.
3. The internal packing material shall be sufficient to prevent damage during shipment, handling and storage. Preservation and protection shall be provided to prevent corrosion, deterioration or decay during warehouse storage for a period of one year.

Shipping Instructions:

1. Items shall be shipped to the following address:

USCG Aviation Logistics Center
Receiving Section, Bldg. 63
1664 Weeksville Road
Elizabeth City, NC 27909-5001
Purchase Order Number (to be determined at time of issuance)

Inspection and Acceptance:

1. Inspection and acceptance of material under this order shall be performed at destination by local USCG personnel to ensure that items are IAW manufacturer's specifications and will consist of count and condition only. NOTE: All serial number tracked items will be inspected and accepted by local USCG Quality Assurance personnel.

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2. A Certificate of Conformance (COC) IAW FAR 52.246-15 shall be required for all items provided on this order. The COC must specify the nomenclature, manufacturer's part number and date of manufacture and must be signed by the contractor's authorized representative.
3. Full and clear traceability (i.e., documentation reflecting the complete unbroken history of ownership of the parts from purchase from the approved manufacturing source until delivery to the USCG) must be provided with delivery of each part.

Delivery Terms:

F.O.B. Destination is requested as the F.O.B. point for all deliverables. **All offers will be considered F.O.B. Destination unless F.O.B. origin is specified AND estimated shipping costs are included.**

The USCG requires delivery of all items by 27 March 2017. However, early deliveries are desired and will be accepted. Partial deliveries are acceptable.

Invoicing Instructions:

1. The contractor's invoice shall be submitted IAW FAR 52.212-4 to the designated billing office for payment as noted below. The Contractor is **HIGHLY** encouraged to submit invoices electronically to ALC-Fiscal@uscg.mil.
Chief, Fiscal Branch
USCG ALC
Fiscal Branch, Bldg. 63
1664 Weeksville Road
Elizabeth City, NC 27909
Purchase Order Number:
2. All payments will be made electronically IAW FAR 52.232-33. The contractor may submit the invoice five (5) days after shipment of items. The invoice will not be approved until all items have been receipted.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items

Dec 2016

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)(41 U.S.C. 3509)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282)(31 U.S.C. 6101 note).
- ☐ (5) [Reserved].
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (PUB. L. 111-117, section 743 OF DIV. C).

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- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (PUB. L. 111-117, section 743 OF DIV. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
 - ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (NOV 2011).
 - ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
 - ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2016) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
 - ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
 - ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
 - ☐ (iv) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran- Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657 f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women- Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (SEPT 2016)(E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.
- ☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- ☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June 2016) (E.O.13693).
- ☐ (39) 52.223-12, Maintenance, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June 2016) (E.O. 13693).
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®- Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ☐ (45) 52.223-30 Aerosols (June 2016) (E.O. 13693)
- ☐ (46) 52.223-21 Foams (June 2016) (E.O. 13693)
- ☐ (47) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☒ (48)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109- 283, 110-138, 112-41, 112-42, and 112-43).
 - ☒ (ii) Alternate I (MAY 2014) of 52.225-3.
 - ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
 - ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (49) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (50) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- ☐ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ☐ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (55) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ☐ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- ☐ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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- ☐ (59) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014)(E.O. 13495).
- ☐ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits

- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- ☐ 10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (End of clause)

FAR Clauses

52.252-2 Clauses Incorporated by Reference

Feb 1998

This solicitation incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of the clause may be accessed electronically at Internet address <https://acquisition.gov>.

52.204-18 Commercial and Government Entity Code Maintenance

Jul 2016

52.204-19 Incorporation by Reference of Representation and Certifications

Dec 2014

**52.232-40 Providing Accelerated Payments to
Small Business Subcontractors**

Dec 2013

52.246-15 Certificate of Conformance

Apr 1984

52.247-34 F.O.B. Destination

Nov 1991

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Full Text Clauses

52.203-99 Prohibition on Contracting with Entities that Require Certain Jul 2016 **Internal Confidentially Agreements (DEVIATION)**

- (a) The Contractor shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the execution of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (b) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any internal confidentiality agreements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) In accordance with Section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235) use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (e) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.
- (f) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.
- (End of Clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems Jun 2016

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

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- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
 - (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
 - (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
- (End of clause)

52.217-6 Option for Increased Quantity

Mar 1989

At the time of award, the United States Coast Guard (USCG) will place an order for the purchase of fifty (50) each. IAW FAR clause 52.217-6, the USCG may require additional components up to a maximum quantity of one hundred (100) each at the same price as the original order through 11 January 2018. If any additional quantities are to be ordered the contractor will be notified through the issuance of a written modification. Delivery terms for each additional order will be included on the modification.

52.252-6 Authorized Deviations in Clauses

Apr 1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
 - (b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.
- (End of Clause)

Solicitation Provisions

52.252-1 Solicitation Provisions Incorporated by Reference

Feb 1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://acquisition.gov/far/index.html>.

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52.204-16	Commercial and Government Entity Code Reporting	Jul 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation	Nov 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015

Full Text Provisions

52.203-98	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation (DEVIATION)	July 2016
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(a) In accordance with Section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the execution of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
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(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

TERMS AND CONDITIONS HSCG38-17-Q-500010

52.233-2 Service of Protest

Sep 2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USCG ALC ESD Division
ATTN: Gary S. Woolard
1664 Weeksville Road
Elizabeth City, NC 27909

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

52.252-5 Authorized Deviations in Provisions

Apr 1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any Homeland Security Acquisition Regulation (48 CFR 30) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

HOMELAND SECURITY ACQUISITION REGULATIONS (HSAR) CLAUSES

The following clause is applicable if checked:

☐ **3052.222-90**

Local Hire (USCG)

Jun 2006